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Filing date: **05/31/2013**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	92048732
Party	Plaintiff Altwater Gessler - J.A. Baczewski International (USA) Inc. and Altwater Gessler - J.A. Baczewski GmbH
Correspondence Address	PETER S SLOANE LEASON ELLIS LLP ONE BARKER AVE, FIFTH FL WHITE PLAINS, NY 10601 UNITED STATES sloane@leasonellis.com, reuber@leasonellis.com, tmdocket@leasonellis.com
Submission	Other Motions/Papers
Filer's Name	Peter S. Sloane
Filer's e-mail	sloane@leasonellis.com
Signature	/s/Peter S. Sloane
Date	05/31/2013
Attachments	Declaration of Richard H. Pollard.pdf(863343 bytes)

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

	X	
ALTVATER GESSLER – J.A. BACZEWSKI	:	
INTERNATIONAL (USA) INC. AND	:	
ALTVATER GESSLER – J.A. BACZEWSKI	:	
GMBH,	:	
	:	
Petitioners,	:	Cancellation No. 92048732
	:	
v.	:	
	:	
RONALD BECKENFELD,	:	
	:	
Registrant.	:	
	X	

**DECLARATION OF RICHARD H. POLLARD IN OPPOSITION
TO RESPONDENT’S MOTION FOR SUMMARY JUDGMENT**

I, Richard H. Pollard, hereby declare as follows:

1. I am a Certified Public Accountant with the firm of Lavinsky, Horowitz & Pollard, L.L.C. I submit this Declaration in opposition to the motion for summary judgment filed by Respondent.
2. I prepared an Export Report on certain tax matters in connection with this proceeding. A copy is attached as **Exhibit A**.
3. I understand that the Respondent Ronald Beckenfeld claims ownership of U.S. Registration No. 2,731,948 of the mark MONOPOLOWA for vodka (the “Registration”) by virtue of an assignment from the original registrant Mutual Wholesale Liquor Inc. (“Mutual”) on October 4, 2007. Respondent’s Motion for Summary Judgment and Memorandum in Support at pp. 1-2.

4. In preparing my Expert Report, I reviewed the financial circumstances surrounding the assignment. See Ex. A at pp. 3-5. Based upon such review, I concluded that Mutual and its sole shareholder, Mickey Beckenfeld, assumed tax liability as a result of the assignment.

5. I understand that Respondent, Mickey Beckenfeld, and Mutual have stipulated that neither Mutual nor Mickey Beckenfeld reported the transfer of the Registration as a specific taxable event on any tax return or to any tax authority, or paid any taxes specifically directed to, or as a consequence of, the transfer of the Registration. A copy of the Stipulation is attached as **Exhibit B**.

6. In my opinion, the failure to report the transfer or pay taxes on the transfer is not in keeping with typical practice in tax preparation, financial statement preparation, and the recordation of corporate assets (as well as the transfer of same). In my further opinion, the failure to report the transfer or to pay taxes on the transfer suggests that the assignment was not legitimate. Indeed, there was no discernible economic benefit to Mutual from assigning an asset with meaningful value for only a token amount as consideration. The reasonable business and businessperson would also have appraised the value of the asset and realized, or would have been prudent enough to seek professional tax advice which would have enabled the realization, that there would be meaningful tax consequences from assigning it out of the corporation.

I hereby declare under penalty of perjury that the forgoing is true and correct to the best of my knowledge and belief.

Date: May 28, 2013

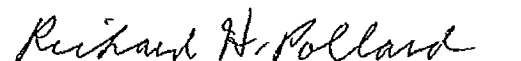

Richard H. Pollard

Exhibit A

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

In the Matter of Registration No. 2,731,948

-----X	
ALTVATER GESSLER – J.A. BACZEWSKI	:
INTERNATIONAL (USA) INC. and ALTVATER	:
GESSLER – J.A. BACZEWSKI GMBH,	:
	:
Petitioners,	:
	:
v.	:
	:
RONALD BECKENFELD,	:
	:
Registrant.	:
-----X	

Cancellation No. 92048732

EXPERT REPORT OF RICHARD H. POLLARD

1. Pursuant to Rule 26(a)(2)(B) of the Federal Rules of Civil Procedure, I, Richard H. Pollard, give this Expert Report. I am prepared to testify at any hearing on behalf of Petitioners as an expert on certain tax matters concerning the federal and state tax liability, penalties, and interest that would be due in connection with the transfer of a business asset from a corporation to a private citizen as herein stated.

2. I have been retained by the attorneys for Petitioners in this case, Leason Ellis LLP. It is my understanding that this case is a cancellation proceeding which concerns a federal trademark registration of the mark MONOPOLOWA for vodka. I have been asked to compute the tax, interest, and penalties, if any, regarding the transfer of the registration from Mutual Wholesale Liquor, Inc. to Ronald Beckenfeld.

3. I reserve the right to give opinions on facts and other matters made known to me or arising subsequent to this report, including in rebuttal to any matter raised by Registrant or its

experts, either prior to or during any hearing in this proceeding. I reserve the right to amend or supplement this report as appropriate.

4. This report is to be used only for the purposes of this proceeding and may not be published or used for any other purpose without prior written consent.

QUALIFICATIONS

5. I graduated *cum laude* from the University of Akron in 1975 with a B.S. in Accounting. Since graduating, I have provided public accounting services to businesses and individuals, including, but not limited to, the preparation and review of personal and small business tax returns, tax planning, auditing, as well as the preparation, review, and auditing of financial statements and reports. Since 1988, I have been a Partner in the certified public accounting firm of Lavinsky, Horowitz & Pollard, LLC in Ventnor, New Jersey, where I directly supervise a staff of ten accounting professionals.

6. The accompanying Curriculum Vitae annexed to this report as **Exhibit A** provides additional background material relating to my professional experience.

PUBLICATIONS

7. A copy of my publications within the preceding 10 years is set forth in attached **Exhibit B**.

COMPENSATION

8. I am being compensated for my work in connection with the preparation of this report at my normal hourly rate of \$175 per hour. My rate for providing testimony is \$250 per hour. I have no financial interest in the outcome of the case. The amount of my fees is not contingent upon the opinions expressed herein.

PRIOR TESTIMONY

9. In the last 4 years, I have not provided any trial or deposition testimony as an expert in any case.

MATERIALS CONSIDERED/FACTS ASSUMED

10. In rendering my opinions, I reviewed and considered the materials that comprise **Exhibits C, D, and E** as annexed to this report.

11. I also utilized background facts furnished to me by counsel for Petitioners, which are as follows.

12. I am informed that Mutual Wholesale Liquor, Inc. (“Mutual”) was formed in the State of California. I have not been informed as to whether Mutual is an “S” corporation or a “C” corporation, so my opinions, assumptions, and calculations will incorporate both possibilities. To the extent that my opinions, assumptions, and calculations differ based on the type of corporation at issue, I will specifically identify the difference as well as the reason(s) therefore.

13. I am informed that Mickey Beckenfeld is the sole shareholder of Mutual.

14. I am informed that at some point prior to October 4, 2007, Mutual claimed title to Registration No. 2,731,948 of the mark MONOPOLOWA for vodka (“the ‘948 Registration”) on the Principal Register in the United States Patent and Trademark Office for the trademark MONOPOLOWA.

15. I am informed that Mutual has never specifically identified the ‘948 Registration as an asset on any of Mutual’s tax returns for any year since Mutual began selling and distributing MONOPOLOWA-branded products. I have confirmed this understanding by reviewing the discovery responses submitted by Mutual in these proceedings which have been annexed as **Exhibit D** to this report.

16. I am informed that Mutual has never specifically identified the '948 Registration as an asset on any of Mutual's financial statements for any year since Mutual began selling and distributing MONOPOLOWA-branded products. I have confirmed this understanding by reviewing the discovery responses submitted by Mutual in these proceedings which have been annexed as **Exhibit D** to this report.

17. I am informed that Ronald Beckenfeld is the son of Mickey Beckenfeld. I am further informed that Ronald Beckenfeld is neither an officer nor employee of Mutual.

18. I am informed that Mutual assigned the '948 Registration to Ronald Beckenfeld for \$1.00 on October 4, 2007, with Ron Beckenfeld simultaneously granting Mutual a license back of the '948 Registration for a one-time royalty of \$10.00. I have confirmed this understanding by reviewing the assignment and license documents annexed as **Exhibit E** to this report.

19. I am informed that neither transaction was recorded on Mutual's books. That is, neither the assignment, nor license was recorded at any time on any of Mutual's financial statements, tax returns, corporate ledgers, or any other corporate record reflecting the transfer of a corporate asset. I have confirmed this understanding by reviewing the discovery responses submitted by Mutual in these proceedings which have been annexed as **Exhibit D** to this report.

20. Based on this lack of recorded value, I was asked by counsel for Petitioner to use certain value assumptions as to the fair market of the '948 Registration for purposes of computing any tax liability associated with the transfer of a corporate asset to a private citizen.

21. Per that request, I have assumed two (2) amounts, namely \$5,000,000 and \$10,000,000, with a tax basis of \$1.00 for both. I believe these assumptions to be reasonable as, in addition to the other facts recited above, I have been informed that Mutual has sold

approximately 1,000,000 cases of MONOPOLOWA-branded product to various distributors across the United States between 1992 and 2011, which represents approximately \$50,000,000 in gross sales revenue for the MONOPOLOWA brand.

22. I have further assumed that Mickey Beckenfeld has previously bestowed a gift or gifts on Ronald Beckenfeld valued as at least \$1,000,000, which exhausts the lifetime gift tax exemption that Mickey Beckenfeld would otherwise enjoy pursuant to Internal Revenue Code § 2505.

23. I have also assumed an interest rate that ranges from 5% - 7% for late payment of taxes, which I understand to be standard industry practice.

OPINION

24. I have been retained by counsel for Petitioners in this action as a testifying expert witness to provide my opinion as to whether federal and/or state tax liability would result from the transfer of the Mark from Mutual to Ronald Beckenfeld without consideration. If liability exists, I was asked to provide an opinion that summarizes the taxes, penalties and interest that would be due if the tax returns of Mutual and Mickey Beckenfeld were amended and prepared to reflect this transaction. Further, I was asked what effect, if any, the license granted by Ronald Beckenfeld to Mutual would have on any tax liability herein calculated. These are the only issues on which I have been asked to provide expert testimony.

25. Based on (i) a review of the information made available to me, including the facts communicated to me by counsel for Petitioners as recited above, (ii) typical practice and procedure in tax preparation, financial statement preparation, and the recordation of corporate assets (as well as the transfer of same) and (iii) my experience in the field of public accounting, it is my opinion that transfer/license transaction between Mutual, Mickey Beckenfeld, and Ronald Beckenfeld outlined above resulted in three levels of tax liability.

26. The first level of tax liability involves a capital gain representing the fair market value of the '948 Registration (in excess of its basis) that should have been recognized by Mutual in 2007. Specifically, the transfer of the '948 Registration represents a distribution from Mutual (a corporation) of an appreciated property to a shareholder (Mickey Beckenfeld) as a nonliquidating distribution.

27. Internal Revenue Code § 311(b)(1) states, in relevant part, as follows:

Sec. 311. Taxability of corporation on distribution

(a) General rule

Except as provided in subsection (b), no gain or loss shall be recognized to a corporation on the distribution (not in complete liquidation) with respect to its stock of -

- (1) its stock (or rights to acquire its stock), or*
- (2) property.*

(b) Distributions of appreciated property

(1) In general

If -

- (A) a corporation distributes property (other than an obligation of such corporation) to a shareholder in a distribution to which subpart A applies, and*
- (B) the fair market value of such property exceeds its adjusted basis (in the hands of the distributing corporation), then gain shall be recognized to the distributing corporation as if such property were sold to the distributee at its fair market value.*

28. Thus, in accordance with the Internal Revenue Code § 311(b)(1), a capital gain for the amount of the fair market value in excess of the '948 Registration's basis should have been recognized by Mutual upon distribution.

29. The second level of tax liability involves the personal tax liability for Mickey Beckenfeld. Specifically, Mickey Beckenfeld received the '948 Registration as a qualified dividend equal to its value, which represented income received by Mickey Beckenfeld in 2007.

30. Internal Revenue Code § 316 states, in relevant part, as follows:

Sec. 316. Dividend defined

(a) General rule

For purposes of this subtitle, the term "dividend" means any distribution of property made by a corporation to its shareholders[...].

31. Thus, in accordance with the Internal Revenue Code § 316, a qualified dividend equal to the '948 Registration should have been reported as income on Mickey Beckenfeld's individual income tax return for 2007.

32. As a caveat, I note that Ronald Beckenfeld would not be required to report any income pursuant to this transaction since the substance of the transaction is a distribution from Mutual to Mickey Beckenfeld. *See* Internal Revenue Code § 316.

33. The third level of tax liability involves of the gift tax liability for Mickey Beckenfeld.

34. Internal Revenue Code § 2501 states, in relevant part, as follows:

Sec. 2501. Imposition of tax

(a) Taxable transfers

(1) General rule

A tax, computed as provided in section 2502, is hereby imposed for each calendar year on the transfer of property by gift during such calendar year by any individual resident or nonresident[...].

35. Thus, when Mutual made the distribution of the '948 Registration to Ronald Beckenfeld, as stated above, the essence of the transaction involved Mickey Beckenfeld receiving the asset from Mutual and then subsequently transferring it to his son, Ronald Beckenfeld. In my opinion, this transaction is considered a gift from Mickey Beckenfeld to Ronald Beckenfeld pursuant to Internal Revenue Code § 2501. As such, assuming Mickey Beckenfeld had previously used his lifetime exemption of \$1,000,000, Mickey Beckenfeld would be liable for taxes associated with the transaction pursuant to Internal Revenue Code § 2502.

36. For ease of reference and understanding, I have created tax schedules (using the aforementioned value assumptions) which summarize the taxes, penalties, and interest that would be due if the tax returns of the parties referenced above were properly amended to reflect these transactions. The schedules reflect penalties for underpayment (calculated pursuant to Internal Revenue Code § 6655) as well as late payment and late filing (calculated pursuant to Internal Revenue Code §§ 6651(a)(2) and 6651(a)(1), respectively). The schedules have been annexed as **Exhibit F** to this report. I have also prepared amended tax returns that reflect the assumed values calculated in the attached schedules, which are included within **Exhibit C** to this report.

37. I have also been asked to consider whether tax liability can be avoided or delayed pursuant to the above-referenced transaction, such that the value of the license offsets the value of the assignment for purposes for calculating tax liability. That is, whether Mutual, Mickey Beckenfeld, and Ron Beckenfeld can reasonably deem the transfer of the '948 Registration as a transaction with a net value of \$9 (*i.e.*, an assignment of a corporate asset valued at \$1 in exchange for a license valued at \$10) until such time as Ronald Beckenfeld terminates the license.

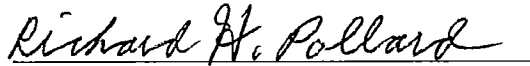
38. It is my opinion that tax liability cannot be avoided or delayed pursuant to this transaction. Indeed, such a theory assumes that Mutual lost – and Ronald Beckenfeld gained – effectively no value from the assignment. I am not aware of any Internal Revenue Code provision that would support such a theory. Indeed, based on my review of the assignment and license documents annexed as **Exhibit E** to this report, the very terms of the license indicate that Ronald Beckenfeld can revoke the license “at any time [...] without cause.” Moreover, such a theory would necessarily infer that the actual ownership of a registered trademark used to

generate approximately \$50,000,000 in gross sales revenue (as well as full control of all licensing rights appurtenant thereto) is effectively worthless. Thus, in my opinion, Ronald Beckenfeld has effectively controlled the asset since 2007, regardless of the license given to Mutual, and tax liability is properly attributable to that transaction pursuant to Internal Revenue Code Section § 311(b)(1) as of 2007.

CONCLUSION

39. For the reasons stated above, it is my opinion that three levels of federal and/or state tax liability would result from the transfer of the '948 Registration from Mutual to Ronald Beckenfeld and that each aspect of liability should have been properly reported on, at least, the 2007 tax returns of Mutual Wholesale Liquor, Inc. and Mickey Beckenfeld.

Date: March 16, 2011


Richard H. Pollard
Certified Public Accountant

CERTIFICATE OF SERVICE

It is hereby certified that a true and correct copy of the foregoing **EXPERT REPORT OF RICHARD H. POLLARD (with Exhibits A-F)** was served upon counsel for Registrant this 16th day of March, 2010 by First-Class mail, postage prepaid, addressed as follows:

Michael Lovitz, Esq.
Lovitz IP Law PC
9701 Wilshire Blvd., Ste 1000
Beverly Hills, California 90212

A handwritten signature in black ink, appearing to read "Peter S. Sloane", written over a horizontal line.

Peter S. Sloane

EXHIBIT E

ASSIGNMENT
(U.S. and Foreign Trademarks)

WHEREAS, Mutual Wholesale Liquor, Inc., a California corporation having its principal place of business at 4510 South Boyle Avenue, Los Angeles, California 90058 (hereinafter referred to as Assignor), has adopted and is using the Mark **MONOPOLOWA** (hereinafter Mark) No. 2,731,948 therefor; and

WHEREAS, Ronald Beckenfeld, an individual having a principal place of business at 962 Somera Road, Los Angeles, California 90077 (hereinafter referred to as Assignee), desires to acquire the Mark and the goodwill of the business associated with the Mark.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign and transfer to the Assignee the entire right, title, and interest in and to the registration for said Mark and all of its right, title, and interest in and to said Mark, together with the goodwill of the business symbolized by the Mark and the registration thereof, and all other rights which Assignor has enjoyed thereunder in the United States, including any and all rights of recovery based on past infringement of said Mark and/or registration, the same to be held and enjoyed by the Assignee, his heirs, administrators, successors, legal representatives, and assigns forever and to the full end of the terms for which any of the aforesaid Mark are registered and any renewals of the terms thereof;

AND FOR THE SAME CONSIDERATION, the Assignor also hereby covenants and agrees that, at the time of execution and delivery of these presents, the Assignor is the sole and lawful owner of the entire right, title, and interest in and to the said registration and believes it is the sole and lawful owner of the entire right, title, and interest in and to said Mark and said goodwill associated therewith and that the same are unencumbered and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND FOR THE SAME CONSIDERATION, the Assignor hereby covenants and agrees that the Assignor will, whenever counsel of the Assignee or the counsel of his heirs, administrators, successors, legal representatives, and assigns shall advise that it is lawful and desirable, sign all papers and documents, deliver necessary documents including original registration certificates, if available, take all lawful oaths, execute separate confirmatory assignments, and do all acts reasonably necessary or desirable to be done for the procurement, maintenance, enforcement, and defense of said Mark and registration thereof without charge to the Assignee, his heirs, administrators, successors, legal representatives, and assigns, other than reasonable costs and expenses incurred by the Assignor or any of its employees, agents, and representatives in connection with the foregoing actions.

Mutual Wholesale Liquor, Inc.
A California Corporation


By: Mickey Beckenfeld

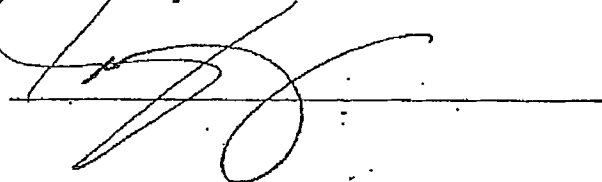
Title: President

COPY

State of California)
) ss.
County of Los Angeles)

On this 10 day of Oct. 2007, before me, a Notary Public, personally appeared Mickey Beckenfeld, personally known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.





LICENSE AGREEMENT

THIS AGREEMENT, made and entered into at Los Angeles, California, effective as of the _____ day of September, 2007, by and between **RONALD BECKENFELD**, an individual, having an address of 962 Somera Road, Los Angeles, California 90077 (hereinafter called "LICENSOR") and **MUTUAL WHOLESALE LIQUOR, INC.** a corporation organized and existing under the laws of the State of California, having an address of 4510 South Boyle Avenue, Los Angeles, California 90058 (hereinafter called "LICENSEE")

RECITALS:

WHEREAS, LICENSOR is the owner of the trademark **MONOPOLOWA** and Registration No. 2,731,948 therefor on the Principal Register in the United States Patent and Trademark Office, together with the goodwill of the business relating thereto (all hereinafter referred to as "TRADEMARK").

NOW, THEREFORE, the parties hereto agree as follows:

1. Subject to the terms and conditions hereinafter set forth, LICENSEE is hereby granted the exclusive license to use the TRADEMARK only on LICENSED PRODUCTS sold by LICENSEE within the United States of America. "LICENSED PRODUCTS" for the purpose of this Agreement shall mean vodka.
2. In consideration for the license herein granted, LICENSEE agrees to pay to LICENSOR a one-time royalty of Ten Dollars (\$10.00), receipt of which is hereby acknowledged.
3. LICENSEE may use the TRADEMARK only on LICENSED PRODUCTS whose quality in all respects is satisfactory to LICENSOR and if at any time in the judgment of LICENSOR said LICENSED PRODUCTS do not satisfy LICENSOR as to quality, then upon written notice by LICENSOR the permission to use said TRADEMARK as herein set forth may be withdrawn and LICENSEE shall immediately cease all of such use until notified in writing by LICENSOR that the use may be resumed.
4. The location, style and manner in which said TRADEMARK is to be displayed upon LICENSED PRODUCTS and upon the packaging and advertising for LICENSED PRODUCTS shall be approved by LICENSOR. In the event LICENSOR believes any subsequent use by LICENSEE is improper, then LICENSOR may give notice thereof to LICENSEE and LICENSEE shall immediately cease all use of the TRADEMARK until notified in writing that the use may be resumed.

5. LICENSEE agrees that it will not at any time, either directly or indirectly, put to issue the validity or ownership of such TRADEMARK and that it will not do any act or thing, either directly or indirectly, which in any way may impair said validity and ownership.

6. LICENSEE agrees that neither during the continuance of this Agreement nor at any time thereafter shall it ever use or register any trademark identical or similar to the TRADEMARK without the prior written consent of LICENSOR.

7. Nothing herein shall give LICENSEE any interest in the TRADEMARK, nor shall LICENSEE ever claim that its use of the TRADEMARK under this Agreement has created any right, title or interest in LICENSEE and all use by LICENSEE shall inure to the benefit of LICENSOR and LICENSOR may file any document required by trademark law based upon LICENSEE'S use as a Related Company.

8. The permission as hereby granted to use the TRADEMARK is personal to LICENSEE and shall not be assigned, transferred, conveyed, or pledged, in whole or in part, without the prior written consent of LICENSOR. LICENSOR shall have the unequivocal right to revoke and cancel this License Agreement at any time without cause.

9. LICENSEE shall have no right to prosecute or defend any action or suit involving the TRADEMARK or to take any action or proceeding involving the TRADEMARK, without the written consent of LICENSOR.

10. For the purpose of maintaining quality, LICENSOR or its duly authorized representative shall have the right at all reasonable times and on reasonable notice to enter the premises of LICENSEE and inspect the LICENSED PRODUCTS.

11. LICENSEE shall take such steps and execute such further documents as LICENSOR may reasonably request in order to protect LICENSOR'S complete interests in the TRADEMARK.

12. (a) Subject to prior termination as hereinafter provided, this Agreement shall continue in full force and effect so long as the LICENSEE maintains the quality of the LICENSED PRODUCTS.

(b) In the event LICENSEE should breach any term or condition of this Agreement or fail to perform any of its obligations or undertakings hereunder, LICENSOR may notify LICENSEE in writing of such default, breach or failure, and if such default, breach or failure is not rectified within thirty (30) days after such notice, LICENSOR shall have the right at its election to declare this Agreement terminated forthwith.

(c) In the event LICENSEE shall be declared bankrupt, or should it make an assignment for the benefit of creditors, or go into liquidation or receivership, LICENSOR shall have the right at its election to declare this Agreement terminated forthwith.

(d) In the event of transfer of this Agreement or any rights thereunder in contravention of the provisions of Paragraph 8 hereof, whether such transfer be voluntary or involuntary, this Agreement shall automatically terminate and all rights granted hereunder shall immediately and automatically revert to LICENSOR.

(e) Failure of any party to this Agreement to give any of the above-mentioned notices shall not relieve the other party or parties of its obligation under this Agreement nor shall it constitute a waiver with respect to any continuing or subsequent default, breach or failure.

13. Upon termination or expiration of this Agreement, no party shall have any liability or obligation to any other party, except as follows:

(a) LICENSEE shall immediately discontinue use of the TRADEMARK and shall immediately remove all reference by way of signs or otherwise to the TRADEMARK from its property, merchandising and stationery supplies.

(b) LICENSEE shall have the right to liquidate its inventory bearing the TRADEMARK.

14. This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, legal representatives, successors and assigns of each party, providing that LICENSEE may not assign any right or obligation hereunder without the prior written consent of LICENSOR.

15. Nothing in this Agreement shall be construed to constitute LICENSEE the agent of LICENSOR for any purpose.

16. Any notice provided for hereunder shall be deemed to have been given when delivered to the party for whom it is intended or when mailed by registered mail, postage prepaid, addressed to the other party at the address above set forth, or to such other address and as the party to whom the notice is to be given shall designate by notice given as aforesaid.

17. The laws of the State of California, U.S.A., shall be deemed applicable as the place of contracting, and any claim or controversy relating to this Agreement or to the matters of place of contracting, interpretation, performance or breach thereof shall be construed and adjudged in accordance with the laws of California, U.S.A.

IN TESTIMONY WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

LICENSOR

By: Kenneth Beckerfeld
President
Dated: OCT 4 2003

LICENSEE

By: Vincent Beckerfeld
President
Dated: OCT 4 - 2003

(SEAL)



(SEAL)

Exhibit B

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

In the Matter of Registration No. 2,731,948

-----X	
ALTVATER GESSLER – J.A. BACZEWSKI	:
INTERNATIONAL (USA) INC. and ALTVATER	:
GESSLER – J.A. BACZEWSKI GMBH,	:
	:
Petitioners,	:
v.	:
	:
RONALD BECKENFELD,	:
	:
Registrant.	:
-----X	

Cancellation No. 92048732

STIPULATION

Altwater Gessler – J.A. Baczewski International (USA) Inc. and Altwater Gessler – J.A. Baczewski GmbH (collectively “Petitioners”), and Ronald Beckenfeld (“Registrant”), Mutual Wholesale Liquor, Inc. d/b/a International Import Export (“Mutual”), and Mutual’s principal, Mickey Beckenfeld (collectively, “the Parties”), stipulate, by and through their attorneys, as to the following matters relating to the production of documents and things by Registrant, Mutual.

1. The Parties stipulate that all documents produced by Mutual and all written responses to discovery requests served by Mutual in the above cancellation action shall be treated as if they were also produced and served by and on behalf of Mickey Beckenfeld in his capacity as principal of Mutual.

2. The Parties stipulate that, pursuant to Petitioners’ subpoena of Mutual dated October 5, 2009 (the “Requests”), and subject to Mutual’s obligation to supplement and/or amend responses should it uncover new information or responsive documents, all responsive, non-privileged documents (or where noted, representative samples of the same) currently in Mutual’s possession or under Mutual’s control have been produced pursuant the following document requests numbers: 1-5, 7-10, 12-55, 57-63, 65-69, 71-89, 94-103, 105-117, & 120-122.

3. The Parties stipulate that, with respect to Request Nos. 6, 11, 56, 64, 70, 90-93, 104, and 118-119, and subject to Mutual's obligation to supplement and/or amend responses should it uncover new information or responsive documents, following a diligent search by Mutual of its records, no responsive, non-privileged documents are believed to exist in the possession, custody, or control of Registrant or Mutual.

4. The Parties stipulate that Mickey Beckenfeld is the sole owner and stockholder of Mutual and has always been the sole owner and stockholder since Mutual began selling and distributing MONOPOLOWA-branded products.

5. The Parties stipulate that U.S. Trademark Registration No. 2,731,948 for the mark MONOPOLOWA (and/or any trademark rights appurtenant to the mark MONOPOLOWA) has never been identified as a separate asset on any of Mutual's (i) financial statements, (ii) tax returns, (iii) balance sheets, (iv) statements of earnings, (v) profit/loss statements, or (vi) shareholder transfer ledgers.

6. The Parties stipulate that U.S. Trademark Registration No. 2,731,948 for the mark MONOPOLOWA (and/or any trademark rights appurtenant to the mark MONOPOLOWA) has never been identified as a separate asset on any of Mutual's, Registrant's, or Mickey Beckenfeld's (i) financial statements or (ii) tax returns.

7. The Parties stipulate that neither Registrant, nor Mutual, nor Mickey Beckenfeld is in possession of any document (e.g., an appraisal) that specifically purports to estimate the actual dollar value of U.S. Trademark Registration No. 2,731,948 for the mark MONOPOLOWA (and/or any trademark rights appurtenant to the mark MONOPOLOWA).

8. The Parties stipulate that neither Mutual nor Mickey Beckenfeld has to date paid any taxes specifically directed to, or as a direct consequence of, the transfer of U.S. Trademark

Registration No. 2,731,948 for the mark MONOPOLOWA (and/or any trademark rights appurtenant to the mark MONOPOLOWA) from Mutual to Registrant.

9. The Parties stipulate that Registrant has not to date paid any taxes specifically directed to, or as a direct consequence of, the transfer of U.S. Trademark Registration No. 2,731,948 for the mark MONOPOLOWA (and/or any trademark rights appurtenant to the mark MONOPOLOWA) from Mutual to Registrant.

10. The Parties stipulate that neither Registrant, nor Mutual, nor Mickey Beckenfeld have to date reported the transfer of U.S. Trademark Registration No. 2,731,948 for the mark MONOPOLOWA (and/or any trademark rights appurtenant to the mark MONOPOLOWA) from Mutual to Registrant as a specific taxable event on any tax return or to any tax authority.

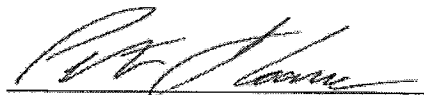
11. The Parties stipulate, in lieu of production, that there is no evidence (except cancelled checks) of any monies ever being paid by Mutual to Registrant (and vice versa).

12. The Parties stipulate, in lieu of production, that there is no evidence (except cancelled checks) of any gifts given by Mutual to Registrant (and vice versa).

13. The Parties stipulate, in lieu of production, that there is no evidence of any loans given by Mutual to Registrant (and vice versa).

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